



## 541-2006 ADDENDUM 2

### SUPPLY AND INSTALLATION OF COMPUTERIZED BUILDING CONTROL SYSTEM

#### **URGENT**

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY**

ISSUED: September 28, 2006  
BY: Barry Tobin  
TELEPHONE NO. (204) 986-2126

**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: A20060821

---

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 (paragraph no.) of Form A: Bid may render your Bid non-responsive.

---

#### **PART A – BID SUBMISSION**

Replace: 541-2006 Bid Submission with 541-2006 Addendum 2 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

FORM A (R1): PROPOSAL

Delete Paragraph 6.

Revise Paragraph 7.

#### **PART B – BIDDING PROCEDURES**

Delete: B8.1 d)

Delete: B8.1 e)

Revise: B18.5 to read:

B18.5 Further to B18.1(d), the Total Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the lump sum price bid; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the lump sum prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting separate prices in the order listed in B10.2 until a Total Bid Price within the budgetary provision is achieved, i.e., Total Bid Price = Lump Sum Price - Separate Price No. 1 .

B18.5.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

Revise: **B19 AWARD OF CONTRACT** to read:

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B19.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B19.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## **PART C – GENERAL CONDITIONS**

Revise: **C1 GENERAL CONDITIONS TO READ:**

- C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.
- C1.2 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## **PART D – SUPPLEMENTAL CONDITIONS**

Revise: D1 to read:

### **D1 GENERAL CONDITIONS**

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

Revise: D12.1 to read:

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Working Days from receipt of the Purchase Order.

Delete: D12.2

Revise: D15.1 to read:

D15.1 The Contractor shall achieve Substantial Performance within thirtynumber (30n) consecutive Working Days of the commencement of the Work as specified in D14.

Revise: D16.1 to read:

D16.1 The Contractor shall achieve Total Performance within sixtynumber (60n) consecutive Working Days of the commencement of the Work as specified in D14.

Revise: D16.4 to read:

D16.4 The City expects to award the Contract by October 6, 2006.

Delete: D20 Warranty (Warranty shall be in accordance with GC.10.01 of the General Conditions)

Delete: Form F: Detailed Work Schedule

## **PART E – SPECIFICATIONS**

Revise: E2.2(a) to read:

E2.2(a) Building A is located at 421 Osborne Street and is more commonly known as the Administration Building and Repair Building. Important Note in reference to the BID SUBMISSION / FORM B: PRICES / SEPARATE PRICES TO BE DEDUCTED FROM LUMP SUM PRICE / ITEM NO. 1. If Building A is excluded from the bid opportunity, for budgetary reasons, the system will still require an Operator Workstation which will physically be located in the office of the Facilities Maintenance Engineer (see item E7.1) which is in Building A, therefore, when providing an amount for the deduction of Building A DO NOT include the operator workstation in this amount.